

NURSE AGREEMENT

between

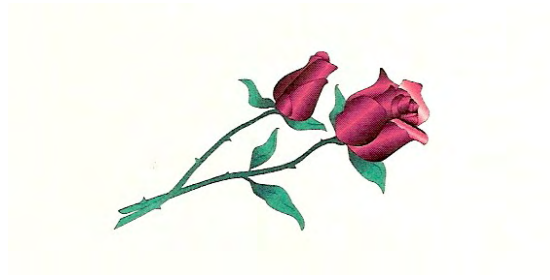
CHRISTUS St. Vincent Regional

Medical Center

&

District 1199 NM

National Union of Hospital and
Healthcare Employees
AFSCME, AFL-CIO



July 1, 2008

to

June 30, 2011



NURSE AGREEMENT

Between
CHRISTUS St. Vincent Regional Medical Center and
District 1199NM,
National Union
Of Hospital and Health Care Employees
AFSCME, AFL-CIO

July 1, 2008 to June 30, 2011

TABLE OF CONTENTS

	<u>Page</u>
Agreement & Purpose	1
Article 1 Recognition	3
Article 2 Non-Discrimination	4
Article 3 Check-Off	5
Article 4 Notification of New Hires	8
Article 5 Maintenance of Membership	9
Article 6 Union Activity, Visitation and Bulletin Boards	10
Article 7 Management Rights	12
Article 8 Working Hours and Overtime	13
Article 9 Probation and Orientation	25
Article 10 Employee Discipline	26
Article 11 Access to Personnel Files	27
Article 12 Performance Evaluation	28
Article 13 Seniority	29
Article 14 Union/Hospital Committees	33
Article 15 Patient Care Conference	35
Article 16 In-service Education	36

Article 17	Workshop Attendance	37
Article 18	Combined Leave	39
Article 19	Holidays	42
Article 20	Attendance, Absenteeism and Illness	44
Article 21	Funeral Leave	46
Article 22	Jury Duty, Court and Deposition Appearances	47
Article 23	Family Medical Leave and Leaves of Absence	48
Article 24	Educational Assistance	52
Article 25	Required Medical Examinations and Tests	54
Article 26	Health Care, Life Insurance and Flexible Spending Accounts	55
Article 27	Long – Term Savings Plan	58
Article 28	Wage Rates and Classifications	60
Article 29	Grievance and Arbitration	67
Article 30	Past Practice	71
Article 31	No Strikes – No Lockouts	72
Article 32	Complete Agreement	73
Article 33	Savings Clause	74
Article 34	Wage and Price Regulations	75
Article 35	Safety Regulations	76
Article 36	Successorship	77
Article 37	Per Diem Employees	78
Article 38	Longevity of Service	84
Article 39	Term of Agreement	85

Memorandums of Understanding:

Addendum A – Process for Challenging Contents of Personnel File, Post - Employment	86
Addendum B – Clinical Ladder for Nurses	87
Addendum C – Waiver and Revocation Forms	106
Indefinite Night and Weekend Waiver/Agreement	108
Addendum D - Restructuring and Transition Plan	109
Addendum E – Domestic Partners (Criteria & Related Forms)	112
Addendum F – Settlement Between 1199NM & SVH, Sept. 17, 1996 ("Blueprint Agreement")	118
Addendum G – ED Night Nursing Staff regarding lunch breaks	119
Addendum H –Emergency Room Scheduling and Staffing of the Night Shift	120
Addendum I - Circumcision Procedure	121
Addendum J – Seasonal Low Census Program	125
Addendum K – Agreement for Bargaining Unit Members Working in Temporary Job Positions Outside of the Bargaining Unit	127
Addendum L – Letter of Agreement May 1, 1990 (daylight savings time & late posting of schedules)	129
Addendum M – Transition of per diem nurses to full or part-time	130
Addendum N – Per Diem nurses eligible for employer retirement contributions	132
Addendum O –Supervisor Performance Survey	133
Addendum P – Float Pool	134
Addendum Q – Steering Committees	136
Addendum R – Long- term Savings Plan Committee	137

Addendum S – Calculation for Nurse’s Rehire Rate of Pay	138
Addendum T – NLRB ruling of 2004 regarding the negotiating of relocation reimbursement and sign-on bonuses for new hires	139
Addendum U – Implementation of the SVRMC Improvement System Plan	140
Addendum V – Performance Improvement (LEAN) Re-Deployment Principals and Guidelines	143
Addendum W – Longevity of Service MOU – Article 38	146
Addendum X – Benefit Grid for Full, Part-time, Per Diem Nurses	148
Addendum Y – Grievance Form	149

AGREEMENT

This Agreement is made and entered into by and between St. Vincent Hospital, 455 St. Michael's Drive, Santa Fe, NM, hereinafter referred to as the "Hospital," and District 1199 NM, National Union of Hospital and Health Care Employees, a division of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" or "1199 NM."

PURPOSE

The purpose of this agreement is to maintain harmony, cooperation and understanding between the management and the employees; to provide orderly collective bargaining relationships between the Hospital and the Union; to secure prompt and fair disposition of grievances without harassment; to assure the safe and efficient operation of the Hospital and uninterrupted service to its patients; and through a productive, constructive relationship between the management and employees to provide and improve the quality of patient care and enhance the working conditions of the employees.

To this end, the Hospital and Union recognize that:

Employees and management agree that patient satisfaction is built and maintained through employee satisfaction and agree to contribute to each other's and each patient's sense of well-being and health through their actions and behaviors.

Employees and management will adhere to professional licensing standards, the professional code of ethics, and adequate staffing for the term of this agreement.

The Hospital and the Union recognize that they are partners in developing, negotiating, and implementing bargaining unit employees' wages, hours and the working conditions necessary to provide quality care to those we serve.

Employees and management agree to strive for high levels of patient satisfaction as measured by Press Ganey scores in conjunction with St. Vincent Hospital's goals set forth below.

St. Vincent Hospital Goals

As presented in the purpose statement of our Hospital, the Union and management agree that along with the goals of patient safety, comfort, and timely positive outcomes, patient satisfaction is an important common goal. We acknowledge that patient satisfaction is an important parameter in both the business and patient care aspects of our work. To this end, the people who provide direct care to patients agree that friendliness, courtesy, and attention to our patients' expressed wants and needs can increase both patient satisfaction and our own sense of accomplishment.

The Union and management acknowledge that adequate staffing bears a critical relationship to patient satisfaction. Outstanding patient care and patient satisfaction that comes with that care requires time for the caregiver. For example, explanations of all aspects of a patient's care to the patient and to the patient's family are highly important to their satisfaction, but if the caregiver is too busy meeting other more basic goals with other patients, that satisfaction may suffer.

The Union and management acknowledge that they have a common objective that staffing goals be achieved along with patient satisfaction goals. These goals include full compliance with all established staffing guidelines by the date of implementation of the Unit Patient Satisfaction Initiative starting in January 2000.

The Union and management acknowledge a common goal that our use of travelers be diminished as rapidly as their contracts and our recruiting efforts allow, with a goal of no new travelers being hired after June 2000.

With staffing and patient satisfaction goals achieved, we believe we will be able to bring our Hospital into a new era of prosperity, fiscal responsibility and community pride. In so doing we can keep our local residents from being drawn to other facilities, and we will be able to provide the best jobs in Santa Fe.

**Goals of Patient Satisfaction
And Service Excellence**

The members of the bargaining unit embrace the goals of patient satisfaction and service excellence. Management and the Union recognize that these goals will be partially achieved by service from departments outside the bargaining units. Direct caregivers may be called upon to explain, apologize for, praise or find creative ways to deal with behavior outside the bargaining units. A "patient care first" philosophy enables direct caregivers to have an influence over improving these departments. Projects designed to improve these support services should include bargaining unit employees who can communicate the effect these services have on patient satisfaction. Involved employees will receive clinical ladder credit for the hours of their participation. Patient survey results which do not reflect the behavior of bargaining unit members shall not be applied in a way to make members responsible for other departments.

Frequent, positive feedback to employees in the form of manager letters of recognition will improve patient satisfaction behaviors. Staff evaluation of manager behaviors, and manager evaluation of staff behaviors, which affect staff morale and patient and staff satisfaction will have high priorities.

Recruitment efforts will be enhanced by direct contact with an R.N. who recruits nurses and techs. This person will provide clear information about St. Vincent Hospital and will be able to answer nursing and technical questions. The R.N. should have a clearly defined checklist and timeline for important behaviors such as contacting managers and calling applicants back. Hand delivery of hard copies of applications will be accepted at Human Resources with the applicants' satisfaction a primary goal.

ARTICLE 1

RECOGNITION

- 1.01 The Hospital recognizes the Union as the sole collective bargaining agent for the employees employed by the hospital in the unit described in the certification of representation issued by the National Labor Relations Board in Case No. 28 RC 2823 and 28AC 28.
- 1.02 SVRMC agrees that during the term of this Agreement it will not challenge the bargaining unit status of any nurse or job classification covered by this Agreement. SVRMC further agrees that during the term of this Agreement it will neither claim that any nurse or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, nor assign any nurse such duties for the purpose of removing that nurse from the bargaining unit. Finally, SVRMC further agrees that during the term of this Agreement it will not challenge the Union's right to represent any nurse in any job classification covered by this Agreement based on the claim that such nurse is a supervisor within the meaning of the NLRA.

ARTICLE 8

WORKING HOURS AND OVERTIME

8.01 The regular schedule of an employee's work shall consist of not more than 80 hours in a two-week pay period. Management has discretion to designate the day on which such two-week period shall commence. For all purposes of this Agreement the following definitions of "full-time," "part-time" and "casual/per diem" employees shall apply:

Regular Full-time Employees. Full-time employees are defined as those who are regularly assigned eight hours per day and 80 hours per biweekly pay period; or any other combination if regularly assigned at a .9 FTE level (at least 72 hours in each biweekly pay period).

Regular Part-time Employees. Part-time employees are defined as those who are not considered full-time employees and who are regularly assigned to fewer than 72 hours per biweekly pay period (less than .9 FTE) but at least eight hours per biweekly pay period (.1 FTE or greater).

Per Diem Employees. Per diem employees are defined as employees who are not scheduled but may be scheduled and who are available to provide coverage for those shifts which require additional employees because of a shortage of existing regular staff. Per diem employees may take a schedule on either a full-time or part-time basis for a specific period of time normally not to exceed six months or for the duration of a specified project or assignment. Temporary assignments will be posted internally for qualified per diem employees, for a period of five days, before outside applicants will be considered. (See Article 37.)

Contract Definition: The definition of part-time employees in 8.01 refers to hours and overtime. The definition of part-time employee in 8.01 is used when not defined in other parts of the contract.

Please refer to Addendum U for detailed grid of applicable benefits for each benefit group classification.

8.02 A. Employees shall be assigned to one of the following schedules:

(1) 80 hours to be worked in a two-week pay period, with overtime at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours in one shift or 80 hours in a two-week pay period;

(2) 40 hours to be worked in five days in a one week period, with overtime at one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 hours in one week;

(3) 40 hours to be worked in four ten hour shifts in a one week period, with overtime at one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 hours in one week;

(4) 36 hours to be worked in three 12 hour shifts in a one week period, with overtime at one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 hours in one week.

Language Clarification: Overtime will be paid according to the specifications of the Fair Labor Standards Act.

B. The Hospital retains the right to implement new schedules or to discontinue or alter regular existing schedules or to implement new schedules at any time before posting of schedules in accordance with this Article. The Hospital's current intention is to continue to provide the opportunity to employees to work flexible schedules.

8.03 Daily Overtime. For persons working shifts of eight hours or more, daily overtime of one and one-half times the regular rate of pay will be paid for all hours worked in excess of their regularly scheduled shift. Work which continues past the end of an employee's regular shift shall be compensated as daily overtime, regardless of whether the employee would have been on call or not.

Language Clarification: Any full, part-time or per diem employee who works less than an eight-hour shift does not get daily overtime. Daily overtime will be paid according to the employee's daily overtime classification code.

If an employee works a combination of shifts – (i.e. 8's & 12's), then they would be coded in per the shift with the greatest number of hours – (i.e. 12/40 or 10/40) and if they work overtime on an 8 hour shift, the overtime hours would need to be edited.

Employees whose regular shifts are less than 8 hours should be coded as 8/80.

Unit based per diem employees who have regularly assigned shifts should be coded for daily overtime in accordance with the shifts they are regularly assigned. If they work a combination of shifts they should be coded in per the shift with the greatest number of hours and if they work overtime on an 8-hour shift, the overtime hours would need to be edited.

Per Diem employees who are assigned for shifts out of the nursing office will be coded as 12/40 with manual edits in instances of daily overtime beyond a regularly assigned shift of less than 12 hours. If a current per diem employee already has an overtime classification that is not 12/40 and wishes to retain that classification the employee will be allowed to do so; however, employees who have an 8/80 classification will not be scheduled for shifts of more than 8 hours. Effective July 1, 2005, all newly hired per diem employees whether unit based or from the nursing office or current employees who change to a per diem status will be coded as 12/40. The 12/40 designation does not obligate a per diem employee to only work 12-hour shifts.

Language Clarification: Overtime will be paid in accordance to the specifications outlined in the Fair Labor Standard Act.

8.04 Rest Periods. All employees shall be entitled to a 15 minute rest break for each four hours of work. Such rest periods may be taken off the employee's assigned

unit. Such rest periods will usually be taken on the Hospital grounds, unless special circumstances require otherwise and the employee has received permission from his/her supervisor or designee to leave. The Hospital will grant employees an unpaid meal period of one-half hour duration for individuals working five or more hours consecutively. Lunch and rest breaks shall be taken as scheduled during the shift. Lunch and rest breaks shall not be taken at the beginning or end of a shift, unless approved in advance by the employee's supervisor or designee.

Language Clarification: Employees who have random instances of no lunch, with supervisor approval, will be able to clock "no lunch" into the time clock at the end of the shift.

8.05 Scheduling.

1. All nursing positions are considered to be based on rotating schedules except as provided in Article 8.17 of this Agreement. Time schedules and days off shall be posted 14 days in advance for a four-week period.

2. All day/night, day/evening and evening/night employees on rotating schedules will be scheduled according to the following guidelines:

A) Employees working on indefinite evening, night shift or indefinite weekend assignments and/or night or weekend bonus contracts will be scheduled first.

B) As necessary all day/night, day/evening rotators will be assigned one night/evening shift based on seniority with the least senior employee being assigned first, in each posted schedule. The process will be repeated until all night/evening shifts are covered.

C) If a unit wishes to implement rotation differently, the unit must comply with the terms and conditions of this Agreement in making such scheduling changes.

3. A copy of all work schedules shall be made available in the office of nursing services or upon specific request shall be sent to the Union president or her/his representative for such purpose at the time it is posted.

4. It is agreed that optimum patient care would require that each nursing station will have at least two licensed nurses, one of whom is a registered nurse, and on duty at all times, except in Recovery Room, Operating Room where a different practice is currently in use.

5. Staffing. The parties agree to cooperate in an effort to ensure an appropriate relationship between patient care needs and staffing levels. These matters shall be appropriate subjects for the Patient Care Health and Safety Committee.

In order to provide safe, effective, quality patient care in a timely manner, the following staffing guidelines will be established:

A) An accurate, workable Hours Per Patient Day or other appropriate staffing model (to include direct and indirect patient care hours) or staffing ratio system will be negotiated and agreed upon for all nursing units. The staffing patterns will be reviewed quarterly by management and representatives of the Union. Proposed staffing patterns and changes in staffing patterns will be recommended to the VP of Operations for approval.

B) A core staff-patient ratio that includes appropriate classifications necessary to provide patient care on a nursing unit, will be negotiated and agreed upon for each unit based on that unit's staffing standard.

A call for additional staff, that includes appropriate job classifications necessary to provide patient care on a nursing unit will be initiated whenever staffing drops below core level.

C) Patient care bed availability will be determined by the minimum core staff-patient ratio established in Step 2, so the Hospital will have a staff-based census ratio at all times. All bed closings must have final approval of the Director of Nursing and the VP of Operations.

D) In instances of irreconcilable staffing shortages when staffing falls one FTE below the core staffing level on any given unit for more than one hour, RN/LPN's working on that unit will be paid one and one-half times their base rate of pay for all hours worked until core staffing is obtained.

In instances of irreconcilable staffing shortages when staffing falls one (1) FTE below core staffing level due to an unscheduled absence, SVRMC will have two (2) hours to make all efforts to staff to core level. In the event that core staffing cannot be met, the work load will be evenly distributed among all unit staff by the clinical manager or the unit charge nurse and all RN/LPN's on the unit will be paid one and one-half (1 ½) times their base rate of pay for all hours worked after the initial two hours have passed until core staffing is obtained.

E) The 24 hour chain of command, in order of responsibility for reporting inadequate staffing issues, will be:

Days – Team Supervisor, Manager, or House Supervisor
Evenings/Nights – House Supervisor

Managers and/or house supervisors will contact the Administrator on Call, Vice President of Operations, or CEO as defined by policy.

To develop the proposed Hours Per Patient Day, or other appropriate staffing models, staff-patient ratio system, or fixed scheduling, a committee of Union and management employees will work together using the following guidelines:

A) Beginning November 1, 1999, a committee including Union members from each nursing unit, Union leadership and Hospital representatives will

meet to negotiate staffing guidelines for each nursing unit. Staffing guidelines for each unit will be established by December 17, 1999. Fixed scheduling for each unit may be negotiated based on each unit's preference.

B) All decisions agreed upon by both parties will be subject to Union approval and approval of the Vice President of Operations and the CEO.

C) All decisions will become Memorandums of Understanding between the Union and management.

D) All committee members will be compensated at their base rate of pay for hours served on the committee, not to exceed three hours per week.

6. A) A nurse has the right and/or responsibility to delegate or to refrain from delegating nursing functions to another person, where, in the good faith judgment of the nurse, that delegation is or is not appropriate. In determining the appropriateness of delegation (or non-delegation), the skill and ability of the individual shall be considered. If a nurse determines that delegation is inappropriate, that nurse will notify the supervisor or charge nurse of the reason a particular task cannot be delegated (due to either the nature of the task or the capabilities of the individual). Nothing in this section relieves a nurse of their professional responsibility to provide professional nursing care to the patient(s) involved.
- B) In the event of conflicting direction or instruction concerning nursing care, accepted standards of professional nursing practice shall prevail. In the event of a conflict with other health care professionals, the nurse will notify the appropriate charge nurse and/or supervisor and utilize available resources to resolve the conflict in a professional manner.
- C) Routine monitoring, clinical guidance and professional direction of employees to whom bargaining unit nurses delegate nursing tasks or assign professional nursing responsibilities will not be considered supervisory work.
- D) Bargaining unit nurses are not expected to perform supervisory duties as defined in Section 2 (11) of the current National Labor Relations Act, as amended, including but not limited to: hiring, transfer, suspension, layoff, recall, promotion, discharge, reward or discipline, or otherwise direct employees with respect to their employment.

7. Fixed Scheduling. The Union and Management agree that in a spirit of compromise each nursing unit should decide among themselves the type of schedules that would work for them. These employees need to be satisfied with their schedules and their managers need to be satisfied with their ability to make schedules. We recognize that the mission for the Hospital is patient care, and schedules are a means to this end. If fixed schedules are chosen as an option, they will be negotiated upon unit by unit.

8.06 The Hospital recognizes that nurses may or may not have training or experience in specialty care areas. Except in cases of emergency, nurses without appropriate training and/or experience shall not be assigned to such areas. Nurses may, however, be assigned to these areas for training purposes.

8.07 Consecutive Work Days. The Hospital shall make a good-faith effort, consistent with available staffing levels on all units, not to schedule an employee to work more than five consecutive eight-hour days without a day off, or more than three consecutive 12-hour days without a day off, or more than four consecutive ten-hour days without a day off. Any employee required to work more than six consecutive eight-hour days, or more than four consecutive 12-hour days, or more than five consecutive ten-hour days, shall be compensated thereafter at one and one-half times their regular hourly straight time rate of pay, as premium pay, for all hours worked until granted a day off. This provision may be waived in writing by the employee as noted in Section 8.21. Such waiver does not constitute a waiver of overtime pay as defined in Section 8.01 and 8.03.

Language Clarification: Any employee who volunteers to work extra days, weekends, or shifts whether in his/her department, or in or out of the bargaining unit, is not entitled to receive consecutive workday pay as outlined above.

Additionally, mandatory on call time is not considered time worked for purposes of computing overtime or consecutive workdays. However call back hours worked are considered as time worked for the purpose of computing the overtime rate of pay.

8.08 Consecutive Weekends. The Hospital shall make reasonable efforts to schedule nurses off every other weekend. Nurses may waive this scheduling objective. Except in cases of emergency, each nurse shall be scheduled off at least one weekend out of each three-week period. A weekend off is defined as Saturday and Sunday for the first (day) and second (evening) shift personnel. For the third shift (night) personnel, a weekend off is defined as Friday and Saturday night. Unless the effect of such action would cause the Hospital to violate another section of this Agreement or to incur liability for premium pay, a weekend for third shift personnel shall not terminate before 2300 on Sunday.

Language Clarification: A weekend off should be scheduled time off from work. If any part of the defined weekend hours is worked, whether as a regularly scheduled shift or as call back hours worked while on mandatory call; then such time will be counted as time worked for purposes of determining third weekend pay. On call hours not worked while on mandatory on-call, as well as on-call time, worked or not worked while on voluntary call; do not count as time worked for purposes of determining third weekend pay.

If an employee is required to work three consecutive weekends, all time worked on the third weekend shall be paid at the rate of one and one-half times the regular rate of pay, as premium pay, until granted a weekend off. This section shall not apply to nurses who voluntarily agree, in writing, to more frequent weekend duty, as noted in Section 8.21.

Example one: One weekend one, a day shift nurse works on Saturday and Sunday. On weekend two, the same nurse works on Sunday only. On weekend three, the same

nurse works on Saturday only. Weekends one and two are considered weekends worked. Therefore, all time on weekend three is at time and one-half (premium pay).

Example two: On weekend one, a day shift nurse works on Saturday. On weekend two, this nurse doesn't work on either Saturday or Sunday. On weekend three, the same nurse works on Sunday. Weekend two was a weekend off. Therefore, the time worked on weekend three is not premium pay.

8.09 Rest Between Shifts. The Hospital will schedule an unbroken rest period of at least 15½ hours between eight hour shifts, 13½ hours between ten-hour shifts, and 11½ hours between 12 hour shifts. Any employee required to work without the specified rest period between shifts shall be paid one and one-half times their regular straight time rate of pay, as premium pay, for all hours for which they are required to work after the completion of one full shift until the specified time of rest has expired. The rest period shall begin to run at the end of the regularly scheduled shift without regard to overtime worked beyond the end of the shift. This provision may be waived in writing as noted in Section 8.21, by the affected employee. The Hospital may alter the employee's work schedule in order to provide such rest period.

Language Clarification: No rest pay will be based on the scheduled/assigned shift, not when an employee clocks in or out. If an employee is required or volunteers to work beyond his/her regularly scheduled or assigned shift, he/she is not entitled to "no rest pay". Additionally, "no rest pay" is not applicable to on call or call back time.

8.10 Floating. If the number of scheduled employees is greater than needed for a particular shift, employees shall, at the option of the department manager or designee, be floated to another unit or granted the option to leave. Should it be determined that an employee will be floated, every reasonable effort will be made to float the employee to a unit within the department/division/nursing area to which she/he is assigned. Should the manager or designee grant an employee the option to leave, such opportunity shall be rotated among employees desiring to leave, with the opportunity to leave being offered first to the employee not having availed themselves of the opportunity to leave under similar circumstances for the longest time. Employees may take an ATO or use combined leave for such time.

8.11 Report Pay. All employees who are scheduled to work and who, without having been notified not to do so, report as scheduled shall receive four hours work or four hours pay at their regular straight time hourly rate of pay in lieu thereof.

8.12 On Call Time. It has been necessary for the Hospital because of the nature of its operations, to place some nurses on call to be available for work in case of emergencies. Any nurse scheduled on call shall be paid at the rate of \$ [REDACTED] an hour for each hour on call. Employees who are called in to work shall be paid for time worked, with no minimum guarantee hours, at the rate of one and one-half times their regular straight time rate of pay, as premium pay. In addition, they shall be paid 30 minutes of pay at their regular straight time hourly wage rate as "travel pay," provided the employee was called back after leaving the Hospital grounds. On call time and travel pay shall not be counted as time worked for purposes of computing overtime.

If an employee scheduled on call for a weekend in the operating room and/or recovery room is called to work for more than eight hours between 11:00 p.m. on Saturday evening and 6:59 a.m. on Monday, a good faith effort shall be made to grant such employee Monday off, if consistent with available staffing and optimum patient care.

Language Clarification: Thirty minutes of “travel pay” for each episode of call back will be paid provided there has been a thirty-minute lapse of time since the employee last clocked out. Additionally, the \$[REDACTED] an hour on-call pay is not paid during the time worked in a call back episode.

Because of the nature of its operations, it is necessary for the Hospital to place full and part-time (.1 FTE and greater) employees working on the following units on mandatory on-call: OPPC, OR, PACU, Women’s Services.

8.13A Premium Pay. When necessary to maintain a safe level of patient care, employees shall respond to a call to report for work outside of their regular work schedule when deemed necessary by the Hospital. Employees who are called to work at other than their scheduled working hours shall be paid for time worked, with no minimum guarantee of hours, at the rate of one and one-half times their regular straight time rate of pay, as premium pay. In addition, they shall be paid 30 minutes at their regular straight time rate as travel pay, which shall not be considered time worked for purposes of computing overtime, provided the employee was called back after leaving the Hospital grounds. This provision shall apply regardless of whether an employee was placed on call or not.

8:13A Language Clarification: “Employees” mentioned above refers to full and part-time (.1 FTE or greater) nurses. Per Diem employees are not entitled the premium pay outlined in this article. Additionally, travel pay is paid only whenever an employee responds to a call to work with less than twenty four-hour notice.

8.13B Critical Staffing Bonus. Any time a full-time or part-time employee or per diem employee who has satisfied his/her work requirements, who has not been placed on call responds to report to work with less than 24 hours notice, outside of his/her regular work schedule as deemed necessary by management, that employee will receive the following critical staffing bonus in addition to all other applicable compensation. This may include any full-time, part-time or per diem employee who is asked to stay and work beyond his/her completed shifts, within applicable federal and/or state guidelines.

1. Day shift (0700–1500): \$[REDACTED]/hr.
2. Evening shift (1500–2300): \$[REDACTED]/hr.
3. Night shift (2300 – 0700): \$[REDACTED]/hr.

8.13B Language Clarification: Any employee (full, part-time or per diem, assuming the per diem work requirements have been met) who stays beyond a regularly scheduled/assigned shift of 8 hours or more; receives daily overtime plus the critical staffing bonus. For scheduled or assigned shifts of less than 8 hours, full or part-time employees receive premium pay and the critical staffing bonus. A per diem employee, who has met his/her work requirements and responds to a call to work with less than 24 hours notice, receives the critical staffing bonus, but not premium pay.

8.13C In instances of foreseen scheduling shortages (that is, when management is making or posting a schedule with known staffing shortages), and management requests an employee to work beyond his or her budgeted FTE, that employee will receive premium pay for all hours worked beyond their budgeted FTE.

Combined leave hours, scheduled and/or unscheduled, as well as personal and alternate day off holiday pay granted per pay period; count as part of hours worked toward an employee's budgeted FTE for premium pay purposes. In the above circumstances the employee will clock in using payroll Code 52/Extra Shift.

Premium pay as outlined in Article 8.13C also applies when there are unforeseen scheduling needs that arise after a schedule has been posted.

8.13D The VP of Operations or the VP of Operations' designated representative for such purpose, may authorize bonus payments in circumstances where deemed appropriate by the Hospital in order to provide adequate staffing.

Language Clarification: This "Emergency Incentive Bonus" can only be authorized by the VP of operations or his/her designated representative and only in instances of an internal or external disaster and/or a weather related incident as determined by the Emergency Incident Control Commander. A bonus of \$ [REDACTED] hour will be paid in addition to the hourly "Critical Staffing Bonus" outlined in Article 8.13B and or premium pay as outlined in 8.13A to all authorized full and part-time (.1 FTE or greater) employees only, for every hour worked until the disaster is deemed resolved by the Emergency Incident Control Commander.

8.14 Ready for Work. All employees shall report for and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress with the exception of those employees required to scrub into aseptic areas.

Language Clarification: Depending upon the needs of the department/unit, the charge nurse may be permitted by the director/manager to clock in under the "charge" code 15 minutes prior to the beginning of his/her scheduled/assigned shift.

8.15 Computation of Overtime. Hours paid for but not worked shall not be considered in computing overtime. Unless otherwise expressly provided in this Agreement, overtime and/or premium pay shall not be pyramided, compounded or paid twice for the same hours worked. The Hospital shall not as a matter of policy reschedule an employee for extra work because of time off with pay. The parties specifically agree that for the purpose of the Fair Labor Standards Act and related or similar federal or state legislation or regulations, the one-half time premium pay provided in this Article shall not be included in "regular rate of pay" for purposes of computing overtime.

Language Clarification: Overtime will be paid according to the specifications outlined in the Fair Labor Standards Act.

8.16 Shift Changes. The Hospital may not schedule a shift change more than once in any calendar week (Monday through Sunday), except for rotations required under Section 8.05 (2.B.). This requirement may be waived in writing by the affected employee as noted in Section 8.21.

8.17 Indefinite Shift Assignment.

1. Full-time employees and part-time employees who have completed their probationary period may elect to be assigned indefinitely to a shift as follows:
 - a) Nurses desiring indefinite assignment to the evening (3:00 p.m. – 11:30 p.m.) or night (11:00 p.m. – 7:30 a.m.) shifts, in accordance with the eight, ten, or twelve as posted may elect such assignment by seniority in their job classification to all available full-time or part-time positions.
 - b) Subject to subsection three below, on each unit the Hospital will make one indefinite day shift (7:00 a.m.-3:30 p.m. or 7:00 a.m. – 7:00 p.m., unless shifts start earlier or later) available for LPNs and one for RNs. These positions shall be filled in order of department seniority from among those nurses assigned to the unit at the time a vacancy occurs. In units where there are no LPNs assigned, two RNs shall take the indefinite shift assignments.
2. An employee shall elect an indefinite shift assignment by notifying their manager or designee in writing of her/his preference. Once an election for an indefinite shift assignment has been made, as provided in subsection one above, the same employee may not return to a rotating shift for a period of one year. If another vacant, indefinite shift assignment becomes available for which that employee qualifies, that employee may transfer to that position for the remainder of the year. An employee returning to a rotating shift must give written notice 30 days prior to the next posted schedule.
3. Indefinite shift assignments shall continue except in case of layoff or unless the Hospital, in its sole discretion, shall determine that indefinite shift assignments are impractical in light of available qualified personnel or staffing levels on a unit or that there is a need to reduce the number of full-time positions in a given classification or a shift. In such cases, employees shall lose their right to indefinite shift assignment and shall be laid off or assigned to other full-time or part-time work according to seniority in their job classification.
4. Indefinite shift assignments shall be granted, in any event, only in cases where the Hospital, in its sole discretion, determines that a vacancy exists for which the electing employee is fully qualified to perform the work because of skill, ability, training, physical fitness, job performance and similar factors and shall continue only so long as the Hospital, in its sole discretion, determines that the employee continues to be so qualified and the assignment will not interfere with optimum patient care.
5. Employees who have elected an indefinite assignment to the evening or weekend night shift, shall not normally be rotated to other shifts. Such employees may be rotated to other shifts only in emergencies or when deemed necessary by the Hospital because of a lack of qualified personnel on the day shift or where there is a need to reduce the number of full-time positions in a given classification or shift.

8.18 When reasonably practical, in the judgment of the Hospital, the Hospital shall continue to provide employees the opportunity to work ten or twelve-hour shifts, provided that the implementation of such shifts shall not cause a change in scheduled hours for employees assigned to the unit who do not wish such a change.

8.19 Low Census Days. If the number of scheduled employees is greater than needed for a particular shift, the Hospital will implement the following census management plan: (i) the department manager (or designee) and the Nursing Office will coordinate to reassign employees based on individual skills, experience or cross training; (ii) employees may elect to use combined leave or a personal holiday if called off work due to low census or inadequate work load; (iii) employees shall be notified of low census days at least two hours before they are scheduled to be off work; (iv) all full-time and part-time employees will continue to be eligible for and accrue the benefits of a full-time or part-time employee when voluntary or assigned ATO's are implemented; (v) reasonable efforts will be made by the department manager (or designee) and the nursing office to rotate low census days equitably among employees in like categories division-wide. The order of call off will be: agency staff, employees working an extra shift and/or voluntary ATO's, core traveler staff, per diem employees, leave of absence travelers, and regular full-time/part-time employees; (vi) management will decide whether an employee who is sent home is on call. If management decides the employee is on call, the employee will receive on-call pay and a beeper will be made available.

If, during the term of the contract, either party feels the algorithm for call-off is not working, either party may request to meet and negotiate a memorandum of understanding to resolve the algorithm.

8.20 The management of St. Vincent Hospital and the nurse members of 1199 NM share a mutual interest in scheduling practices responsive to the needs of nurses and consistent with the delivery of quality patient care. Either the Hospital or Union may request that the Scheduling Practices Committee be convened for the purpose of discussing any recurrent scheduling issues that have not been successfully resolved within the unit/department. This Committee, which consists of up to six Union representatives and up to six Hospital representatives, does not have the authority to negotiate any changes in Article 8 or any other provision of this Agreement. However, the Committee may submit a written recommendation to the Labor/Management Committee for clarification, interpretation or administration of a specific provision. Discussions in negotiations for this Agreement underscored management's need for flexibility in scheduling practices and the nurses' legitimate concerns for the maintenance and contractual security of scheduling practices set forth in this Article. The Union acknowledges the Scheduling Practices Committee as an appropriate forum for a continuing dialogue regarding scheduling flexibility, especially the use of waivers and special requests. It is agreed and understood that this Committee, which is open to all nurses, shall examine problems with scheduling practices and seek to develop opportunities for scheduling practices that enhance nurse control and morale. Any modification of Article 8 which is recommended shall be reduced to writing. Any modification to Article 8 shall not be effective unless the written recommendation is approved and signed by the Hospital and the Union.

8.21 Waiver. Employees may voluntarily agree to work one or more of the scheduling patterns described in Sections 8.07, 8.08, 8.09 and 8.16 by:

1. Signing a bonus contract for such a pattern; or,
2. By signing a written waiver form in advance, and submitting the waiver to the employee's department manager.

Written waivers shall be for an indefinite period unless a specific period or date is designated by the employee on a waiver form, or unless revoked in writing by the employee. A revocation must be signed by the employee and submitted at least 30 days in advance of the schedule in which the revocation will take effect. The revocation will not be effective as to either the current schedule or any future schedule posted at the time of the revocation.

Waiver forms will include four copies, with one copy retained by the employee. The department manager will retain one copy and distribute the remaining copies to Payroll and Human Resources. On a monthly basis, Human Resources will provide the Union with a copy of all new waivers. Copies of the Waiver Form and Form for Revocation of Waiver are located in Addendum C.

ARTICLE 28**WAGE RATES AND CLASSIFICATIONS**
NURSE AGREEMENT**28.01 Establishment of salary ranges and experience credit.**

All employees in the bargaining unit shall be assigned an appropriate job classification as per the records of the hospital. An appropriate salary range is designated for every job classification in the bargaining unit. The chart below reflects the salary range for each job classification.

	Minimum	Midpoint 20 Yr.	Maximum
CN I			
CN II			
CN III			
Holding Room			
Cath/Universal			
Adv Cath/Universal			
Graduate Nurse			
LPN II			
LPN III			
GPN			

NOTE: Per diem positions are classified █% higher than regular status positions. Degreed (BSN, MSN, Ph.D) positions are classified \$█ higher than non-degreed positions.)

The mid-point of the salary range is █% higher than the minimum of the salary range. The maximum of the salary range will be █% higher than the minimum of the salary range.

Appropriate placement for new hires within the salary range is calculated based on years of experience. Employees will receive experience credit of █% per year for up to 20 years of experience.

28.02 Definitions

The base rate is defined as the hourly rate an employee receives within the salary range for that employee's classification and includes the highest applicable degree (BSN, MSN, or Ph.D), and/or clinical ladder compensation, as well as any national certification compensation; but excludes any differential or premium pay compensation.

Salary increases as well as employer retirement and flex credit contributions are calculated on the base rate. Salary increases are calculated as follows: base rate minus certification compensation, times the percentage increase, plus certification compensation.

National certification compensation for new or current employees is not factored into the base rate for purposes of determining their appropriate placement on the salary range. When applicable, national certification compensation is paid above the maximum of the salary range of an employee's specified classification.

28.03 Compensation for National Certifications and Degrees

1. Nurses will receive additional compensation based on the following:

National certifications will be compensated at [REDACTED] per hour per certification to a maximum of 2 certifications for the following:

- **CCRN, P-MH, CARN, CNOR, CMSRN, CPN, CEN, TNCC, CRRN, OCN, ENPC, PCCN, CDE, NCPS, CPAN, CPCU, CACP, ACE, CRN, CAPA, ONC, RNC, CWCN, CVN, ECCO, SVRMC Chemo Course or other national certifications approved by the Chief Nursing Officer.**

In order to receive compensation for national certifications, a nurse must maintain and provide verification of such certifications. Compensation will become effective the following pay period the certification is received in Human Resources, and has been approved by the CNO.

2. Nurses will be paid for those national certifications determined to be applicable to the unit by the CNO.

3. Nurses who have met the criteria outlined in 28.09, Advanced Certification/Experience Differential (ACED), will be paid the additional \$[REDACTED] per hour for any national certification required to meet the criteria for ACED. Certification compensation will be limited to 2 certifications as specified in 28.03.1.

4. Nurses will receive additional compensation of \$[REDACTED] per hour for the highest applicable nursing degree (BSN, MSN or Ph.D).

28.04 Salary Increases: 2008

1. Effective the first full pay period in August 2008, the salary ranges for job classifications in the bargaining unit will be adjusted as shown in the chart in section 28.01 of the Article.

2. Effective the first full pay period in August 2008, all relevant employees (full-time, part-time and per diem) will be given equity increases based on [REDACTED]% credit per year of experience up to the maximum of the salary range, or a [REDACTED]% increase, whichever is greater. No employee's base rate will decrease as a result.

3. If the salary increase described in 28.04.2 results in the new salary being higher than the maximum of the salary range for an employee, the salary increase for those employees will be only the amount needed to bring the employee's salary to the maximum of the range. The remaining amount of the increase will be paid to the employee as an "above the maximum" increase over the following 26 pay periods, with

an equal amount to be paid each pay period, provided the employee generates a paycheck.

4. In addition, the "above the maximum" increase shall be included in overtime calculations for the purpose of computing the overtime rate of pay for all overtime hours worked in accordance with FLSA standards.

28.05 GPN's / LPN's/GN's

Graduate Practical Nurses (GPN's) are graduate students and will remain in this position until they successfully complete the Nursing Board examination. They will be placed at the entry-level rate of pay for the GPN classification, or retain their current rate of pay, whichever is greater.

LPN II: Must be a graduate of an accredited school of practical nursing, licensed in New Mexico as an LPN, must meet the requirements in the LPN II job description.

LPN III: Must be a graduate of an accredited school of nursing and licensed in New Mexico as an LPN, must successfully complete and maintain IV certification at SVH, and must meet the requirements in the LPN III job description.

Graduate Nurse(GN): Includes graduate nurses who have temporary certification pending successful completion of the Nursing Board examination.

Compensation:

Upon successful completion of the nursing board examination, a GPN will be promoted to LPN II and shall receive the entry level rate of pay for the LPN II classification, or a █% increase above his/her established GPN rate of pay, whichever is greater.

Upon advancement to LPN III, an LPN II shall receive the entry level rate of an LPN III salary or █% above his/her current base rate, whichever is higher.

An LPN II or III who is working in the bargaining unit and who has graduated from an accredited RN program shall become a Graduate Nurse pending successful completion of the Nursing Board examination. The employee will then receive the entry level rate of the Graduate Nurse classification, or a █% increase above his/her current base rate, whichever is greater.

An LPN II or III who is working in the bargaining unit and has become a Graduate Nurse and has successfully completed the Nursing Board examination shall receive an entry level rate of pay into the CN I classification or the employee's established rate as a Graduate Nurse, whichever is higher. Additionally, the nurse shall receive an experience credit of █% per year up to 10 years for LPN work experience at St. Vincent Hospital.

Advancement to levels above CN I shall be based on progression within the Clinical Ladder program, which is set forth in Addendum B. An additional █ per hour will be included in the employee's base rate upon advancement to CN II. An additional \$█ per hour will be included in the employee's base rate upon advancement to CN III. If a

CN I advances directly to a CN III, an additional \$ [REDACTED] per hour will be included in the employee's base rate.

Internal Transfers:

Internal transfers into a Cath Lab Holding Room Nurse will receive \$ [REDACTED]/hr increase, not to exceed the maximum of the salary range. Internal transfers into a Cath Lab or the Universal Unit Nurse will receive [REDACTED] hr increase, not to exceed the maximum of the salary range. Internal transfers into an Advanced Cath Lab or Advanced Universal Unit Nurse will receive \$ [REDACTED] hr increase, not to exceed the maximum of the salary range.

Advancement from Holding Room Nurse to Cath Lab Nurse will receive \$ [REDACTED]/hr increase, not to exceed the maximum of the salary range. Advancement from Cath Lab or Universal Unit Nurse to Advanced Cath Lab or Advanced Universal Unit Nurse will receive \$ [REDACTED]/hr increase, not to exceed the maximum of the salary range.

28.06 Shift Differential. Shift differential shall be paid according to the following schedule:

1. Evening Shift. A differential of \$ [REDACTED] per hour shall be paid to nurses performing work for the Hospital between the hours of 1500 and 2330. For nurses assigned to the day shifts, no differential shall be paid from 1500 to 1530.
2. Night Shift. A differential of \$ [REDACTED] per hour shall be paid to nurses performing work for the Hospital between the hours of 2300 and 0730. For nurses assigned to the evening shift, the evening shift differential shall be paid from 2300 to 2330. For those working the day shift, no differential shall be paid from 0700 to 0730.
3. Weekend Differential. For all hours worked on scheduled shifts between the hours of 2300 on Friday and 2330 on Sunday for eight-hour shifts, and 1900 on Friday until 2330 on Sunday for twelve-hour night shifts, employees shall receive a weekend differential of [REDACTED] per hour.

It is the intent of this section that nurses working overtime will receive the differential applicable to the shift worked.

28.07 Charge Nurse Differential. When a Registered Nurse is assigned the responsibility of acting in the capacity of charge nurse for a regular shift, s/he shall receive a differential of [REDACTED] per hour in addition to his/her regular hourly rate per nursing unit (as shown below). The definition and duties of charge nurse may be modified only by consent of the parties to this Agreement.

3100	O.R.	Pediatrics
ICU	PACU	3200E
CCU	Surgery Admissions	Behavioral Health
Women's Services	2200W	OPPC
2100E	ED	Inpatient Rehab
2100W	PCU	Center for Living Well
Physician Practices	3300E	Cath Lab
	AMS	Cardiac Procedure

28.08 The prohibition on pyramiding premium pay contained in Section 8.15 of this Agreement shall not apply to weekend, charge or shift differentials.

28.09 Advanced Certification/Experience Differential (ACED). Effective the first full pay period in August 2008 an advanced certification differential of \$ [REDACTED] per hour will be paid for hours worked to full-time and part-time (.1 FTE or greater) nurses who work in the following departments and who meet the following criteria:

Department	Basic Certifications	Required YOE as RN	Required YOE as RN in Unit	Required National Certifications
ICU	<u>BLS, ACLS</u>	3	2	CCRN or CNRN
CCU, Cardiac Function	<u>BLS, ACLS</u>	3	2	CCRN or ECCO
PCU	<u>BLS, ACLS</u>	3	2	PCCN or ECCO
ED	BLS, ACLS, ENPC or PALS	3	2	CEN
OR	<u>BLS, ACLS,</u> <u>PALS</u>	3	2	CNOR
PACU, OPPC, Surgical Clinics	<u>BLS, ACLS,</u> <u>PALS or</u> <u>ENPC</u>	3	2	CPAN or CAPA
Women's Services	BLS, ACLS, PALS or NRP	3	2	RNC
Pediatrics, Pediatric Clinics	BLS, PALS, or ENPC & NRP	3	2	CPN
Med/Surg, Family Practice Clinics	BLS, ACLS	3	2	CMSRN or OCN or CWCN or ONC
Radiology Nurse	BLS, ACLS	3	2	CRN
Behavioral Health	BLS, ACLS, NCPI	3	2	P-MH or CARN
AMS	BLS, ACLS	3	2	CACP
In-Patient Rehab	BLS, ACLS	3	2	CRRN
Cardio-Pulmonary Rehab/Center for Living Well	BLS, ACLS	3	2	CVN
Cancer Treatment Ctr.	BLS, ACLS	3	2	<u>OCN</u>
Float Pool	<u>BLS, ACLS</u>	3	2 (in the Float Pool)	Any one of the above

In order to receive compensation for ACED, a nurse must maintain and provide verification of such certifications.

If a nurse is receiving ACED and transfers into another department, he/she will no longer be eligible for the differential unless the nurse has previously worked in the unit for two years, and the certification is applicable to the new unit. For example, if a nurse who

works in the ED and who receives the ACED transfers into the Float Pool, the nurse will no longer be eligible for ACED until he/she has worked in the Float Pool for two years.

28.10 Interpreter Compensation

Bargaining unit employees who are certified interpreters will receive \$ [REDACTED] per pay period as interpreter compensation, provided the employee generates a paycheck.

28.11 Quarterly Staffing and Payment Plan

Employees covered by this Agreement may be paid according to the following quarterly alternative staffing and payment plan:

1. Indefinite night shift (either 2300-0730 or 1900-0730) with no rotation of shifts. The bonus payment of \$ [REDACTED] or a 12-week quarter or \$ [REDACTED] for a 14-week quarter will be pro-rated based on actual hours worked.
2. Indefinite weekend shifts – a minimum of 16 hours each weekend, defined as 2300 on Friday until 2330 on Sunday, for eight-hour shifts, and 1900 on Friday until 2330 on Sunday for twelve-hour night shifts. The bonus payment of \$ [REDACTED] for a 12-week quarter or \$ [REDACTED] for a 14-week quarter will be pro-rated based on actual hours worked. The agreement constitutes a written waiver of third weekend premium pay under the collective bargaining agreement.

Quarterly bonus payments will be calculated as follows:

Nights:

\$ [REDACTED] hr x 40 hrs/week x 12 weeks = \$ [REDACTED] (not to exceed this amount) in a 12-week quarter

\$ [REDACTED] hr x 40 hrs/week x 14 weeks = \$ [REDACTED] (not to exceed this amount) in a 14-week quarter

Weekend:

\$ [REDACTED] hr x 24 hrs/weekend x 12 weeks = \$ [REDACTED] (not to exceed this amount) in a 12-week quarter

\$ [REDACTED] hr x 24 hrs/weekend x 14 weeks = \$ [REDACTED] (not to exceed this amount) in a 14-week quarter

Quarterly alternative staffing agreements must meet the following criteria:

1. The hours must be available on the employee's unit. A director can reject a quarterly alternative staffing agreement if the hours are already covered by other employees with prior indefinite shift arrangements and/or prior quarterly alternative staffing agreements with other employees.
2. Payments will be made quarterly after the completion of the bonus period.

3. Quarterly agreements can be signed at the beginning of each quarter with the original submitted to the employee's director or designee.
4. All employees currently enrolled in the Quarterly Staffing and Payment Plan who want to remain in the bonus program indefinitely will sign annual contracts.
5. All current employees entering into the program will be offered the annual enrollment option for the remainder of the year.
6. Employees wanting to commit for a specific quarter only need to sign the appropriate contract and have their manager submit it to payroll no later than one month after the bonus quarter begins.
7. New employees hired in the middle of a contract period may enroll in the program upon completion of their probationary period.
8. In cases of staffing vacancies in the middle of the quarterly bonus period, another employee may sign up for the quarterly bonus for the remaining period.

28.11 Managers Transferring to a Nurse Bargaining Unit Position.

Managers transferring to a CN position will be granted experience pay based upon years of comparable nursing experience. If a manager transferring to a CN I position is determined to meet the clinical ladder criteria for a CN II or a CN III designation that person may be placed at the appropriate level. Any raises that occurred within the bargaining unit while she/he was employed at the Hospital will be added to the above base pay, plus credit for eligible credentials (degree and/or national certifications). If historical records are not available to calculate the appropriate level of pay, the rate will be established based on the current CN I with comparable experience.

ARTICLE 37

PER DIEM EMPLOYEES

37.01 Definition.

Per diem employees are employees who are not regularly or consistently scheduled but may be assigned to cover available shifts not filled by full-time, part-time or traveler status employees and who are available to provide coverage for those shifts which require additional employees because of a shortage of existing regular staff. Regular staff will be scheduled up to their budgeted FTE before per diem employees are scheduled.

37.02 Definitions/Classifications/ Work Requirement

1. Seasonal Per Diem: Seasonal Per Diem employees are defined as those employees who are not scheduled regularly or consistently but in order to maintain active employment are required to work a minimum of four eight-hour shifts, three 12-hour shifts, or four 10-hour shifts for a total of 32/40 hours within a 28 day schedule for a minimum of three months. Seasonal per diem employees will be unit based.
2. Casual Per Diem: Casual Per Diem employees are defined as those employees who are not scheduled regularly or consistently but in order to maintain active employment are required to work a minimum of eight (8) hours but less than thirty – two (32) hours within a 28 day schedule. Casual per diem employees will be unit based.
3. Regular Per Diem Employees: Regular Per Diem employees are defined as those employees who are not scheduled regularly or consistently but in order to maintain active employment are required to work a minimum of four eight-hour shifts, three 12-hour shifts, or four 10-hour shifts for a total of 32/40 hours within a 28 day schedule. Regular per diem employees will be unit based but can work within the same division.
4. Regular, Casual, and Seasonal Per diems shall be classified as Per Diem I, competent to work in one division.
5. Float Pool Per Diem Employees: Float Pool Per Diem Employees are defined as those employees who are not scheduled regularly or consistently but in order to maintain active employment are required to work a minimum of four eight-hour shifts, three 12-hour shifts, or four 10-hour shifts for a total of 32/40 hours within a 28 day schedule. Float Pool per diem employees will be based out of the nursing office and will be scheduled to work in two divisions if they are a Float Pool PD II, or three or more divisions if they are a Float Pool III, in each 28 - day schedule.

- A. Float Pool Per Diem II: Float Pool Per Diem II is defined as employees who are oriented and competent and are scheduled to work in two different nursing divisions.
- B. Float Pool Per Diem III: Float Pool Per Diem III is defined as employees who are oriented and competent and are scheduled to work in three or more different nursing divisions.
- C. Regular, Casual and Seasonal Per Diems shall be classified as Per Diem I oriented and competent to work in one division.

37.03 Scheduling: Per diem employees may take a schedule on either a full-time or part-time basis for a specific period of time, normally not to exceed six months or for the duration of the specified project or assignment. Temporary assignments will be posted internally for qualified per diem employees for a period of five days before outside applicants will be considered.

- 1. Casual Per diem nurses are to be unit-based. Casual per diem nurses may be hired by the manager of that unit, pre-scheduled on that unit (after regular staff has been scheduled) and receive their evaluation from the unit's manager.
- 2. Seasonal Per diem nurses are to be unit-based. Seasonal per diem nurses may be hired by the manager of that unit, pre-scheduled on that unit (after regular staff has been scheduled) and receive their evaluation from the unit's manager. Seasonal per diem employees will be required to go through an abbreviated orientation and an assessment of core competencies at the beginning of their three-month assignment. During the three-month work assignment the annual performance evaluation and annual competencies will be completed.
- 3. Regular per diem nurses are unit based but may work within one division as defined in the contract and may float within that division only.-Regular per diem nurses may be hired by the manager of that unit, pre-scheduled on that unit (after regular staff has been scheduled) and receive their evaluation from the unit's manager.
- 4. Float Pool Per Diem II and III nurses are based out of the Nursing Office and are oriented, competent and scheduled to work in two or three (or more) divisions (in one or more units within each division respectively), according to the requirement. Level pay is based on competency and there are no waiting periods required to advance to a higher level. Float Pool per diem nurses will be hired by the Nursing Office Director, can be prescheduled in different divisions when needed as determined by the Nursing Office Director and receive their evaluation from the Nursing Office Director.
- 5. Per diem nurses who have met their work requirements on their unit and who elect to schedule beyond their work requirement on other nursing units or divisions may do so through the nursing office so long as they have completed the required orientation and competency to work on that unit.

6. Nursing divisions for purposes of per diem competency and compensation are as follows:

- a. Med-Surg – 2100, 2200W, 3100, 3200
- b. Behavioral Health Services
- c. Critical Care –ICU, CCU, PCU, ED
- d. Peds & Post-Partum, APC, 3300, PSAC, Peds
- e. Surgical Services – OR, PACU, OPPC, Cath Lab, Pre-Op Clinic, AMA
- f. Inpatient Rehab, Center for Living Well
- g. Labor & Delivery, Post-Partum
- h. Physician Practices, SFCC

37.04 Competency / Availability Guidelines:

1. If the Nursing Office Director and/or appropriate manager or director of a unit determines that a per diem nurse is no longer eligible to work on a specific unit, based on job performance and/or behavior, the manager/director will notify Human Resources and the employee in writing. If this affects the employee's per diem level/compensation, the employee will have a grace period of 30 days in which to attain orientation/competency in another division or unit which would support continued compensation at the employee's prior per diem level. In the event that the employee does not attain competency within the 30 days to work two or more divisions, he/she will be assigned to a unit in which they have competency and will become a unit based regular per diem employee and pay will be adjust accordingly.
2. The employee may request to be reconsidered in the unit/division or Float Pool at some future time by indicating interest to the Nursing Manager/Director. Eligibility to return to a unit will be based on the employee's most recent evaluation, competencies, and unit work history.
3. Per diems (other than seasonal per diems) who have not been available, have failed to work their required number of shifts, or have not requested scheduling for three months shall receive written notice to notify the manager of interest and availability within ten working days. If the per diem nurse does not respond within the specified time period, the nurse will be administratively separated based on a lack of availability.
4. Once any per diem employee has been assigned or has signed up to cover a shift, (either to work it or be on call) that employee is subject to the attendance standards referenced in Article 20 of this Agreement.

37.05 Floating:

1. If a per diem I (regular, casual, or seasonal) nurse is pre-scheduled to achieve core staffing on a unit and the staffing needs to be changed for that shift, the nurse may be floated within that division, if the nurse has

previously been oriented and attained core competencies to the unit where the nurse is being floated. If the nurse has not been oriented to the unit, the nurse will have the option to float for orientation purposes or go home.

2. If a per diem II or III (Float Pool) nurse is pre-scheduled to achieve core staffing on a unit and staffing needs to be changed during a shift, the nurse may be floated within any divisions or units to which that nurse has been oriented and attained core competencies and for which the nurse is receiving Float Pool PD II or PD III compensation. If the nurse has not been oriented to the units, the nurse will have the option to float for orientation purposes or go home.
3. A per diem nurse's requests for orientation/competency training to another unit must be approved and scheduled by that unit's management.
4. Per diem nurses will be floated before a regular nurse is floated, unless a regular nurse on a unit volunteers to float. The floating algorithm will follow the contract provisions for call-off (set forth below).

37.06 Call-Off:

1. The order of call-off for low census/ATO shall be as follows:
 - a. Agency staff
 - b. Employees working an extra shift and/or voluntary ATO's
 - c. Core staff traveler nurses
 - d. Per diem employees working or scheduled to work that particular shift
 - e. Traveler nurses and per diem nurses covering a regular nurse's leave of absence
 - f. Regular full-time and part-time employees
2. Scheduled per diems may ATO another scheduled per diem nurse, according to the per diem dated ATO list maintained by the Nursing Office. It is the responsibility of the ATO'd per diem nurse to immediately inform the Nursing Office of the date of an ATO (whether done by the unit to which the per diem nurse is regularly assigned, or whether ATO'd by the Nursing Office).

37.07 Additional Work Requirements for Regular and Float Pool Per Diems:

- a. One night shift or two weekend shifts per 28-day schedule, and
- b. One shift from each of the following lists:

<u>List A:</u>	<u>List B:</u>
Thanksgiving Day	New Year's Day
Christmas Eve	Easter Sunday
Christmas Day	Good Friday
Fiesta Weekend	Zozobra Day
New Year's Eve	Memorial Day
4 th of July	Labor Day
Mother's Day	December 26

Regular staff will be scheduled for holidays before per diem nurses are scheduled.

37.08 Benefits: Health Insurance and Retirement:

1. Health insurance may be purchased as covered in Article 26.05, Section 3 by Regular and Float Pool per diem nurses. Seasonal and Casual Per Diem Nurses who have Health insurance as covered in Article 26.05 prior to June 30, 2008 will be grandfathered under this provision and eligible for continued employee only coverage for the term of this contract. Effective July 1, 2008, only regular and float per diem nurses may purchase Health insurance.
2. Per diems may purchase short-term disability as long as it is available. Payment will be coordinated directly with the insurance company, not through payroll deduction.
3. All Per diem employees may contribute to the retirement plan as noted in Articles 27.01. Additionally all per diems who were "grandfathered" into the retirement plan as per Addendum N of this agreement, will continue to receive employer contributions to their retirement plan as per Article 27.05.

37.09 Workshop Attendance:

Workshop attendance will be governed by Article 17 of this Agreement with CNO approval.

37.10 Other Benefits: Bonuses / Call Differential / Premium Pay for working a Premium Holiday / etc.

1. Per diems are eligible for quarterly night and weekend bonuses.
2. Per diem nurses may take call when designated by the manager of a unit.
3. Per diem employees shall not be entitled to any other benefits or compensation set forth in this Agreement, except shift differential (Article 28, Section 28.03), charge nurse differential (Article 28, Section 28.04), weekend differential (Article 28, Section 28.05), premium pay for working on a premium holiday (Article 19, Section 19.03), and on call and call back when specifically authorized by a manager (Article 8, Section 8.12). Critical Staffing Bonus (Article 8, Section 8.13 B) provided the employee has met his/her work requirements for the previous 28-day schedule and BMC pay (Article 8, Section 8.05.5D).

37.11 Compensation for Per Diem Employees.

1. The Per Diem base rate for all per diems will be the employee's base rate as calculated for a new hire plus █ %.
2. Float Pool Per diem nurse II base rate will be the employee's per diem base rate plus \$ █ per hour.
3. Float Pool Per diem nurse III base rate will be the employee's per diem base rate plus \$ █ per hour.

37.12 Clinical Ladder Vs. Per Diem Policy/Transferring Back and Forth.

1. The clinical ladder program and the per diem policy are two separate programs. These two programs do not pyramid for compensation purposes.
2. The clinical ladder (CN I, CN II and CN III) has separate criteria, and is only available to regular status nurses.
3. The status of per diem is defined in the contract and is related to competency and work requirements.
4. When a regular, casual or seasonal Per Diem nurse transfers to a regular full or part-time nursing position his/her new base rate will be established as follows: current base rate minus any certification or degree compensation, divided by 1.15 plus any certification and/or degree compensation.
5. When a float Per Diem nurse transfers to a regular full or part-time nursing position his/her new base rate will be established as follows: current base rate minus any certification, degree, and/or float per diem premium compensation, divided by 1.15, plus any certification, degree, and/or float per diem premium compensation.

Additionally, float pool per diem nurses who transfer to a regular, full or part-time position will be placed on the Clinical Ladder scale equal to the applicable per diem category from which they transferred. In order to maintain the applicable per diem premium, the nurse will then have six months in which to meet the requirements necessary to maintain the Clinical Ladder status into which they transferred, or otherwise their classification and pay will be reduced to a CN I.

6. Current Per Diem II and Per Diem III nurses will be grandfathered (see attached list) and will maintain the per diem premium given to them at the time of advancement. When they transfer to regular status they will maintain the differential they received. If the per diem nurse was a Per Diem II or a Per Diem III at the time of transferring to regular status the \$[REDACTED] and \$[REDACTED] per diem differential will not be taken away. Therefore, when the nurse applies to the Clinical Ladder for CN II or CN III they will not receive the additional \$[REDACTED] or \$[REDACTED] since it was not taken away when they transferred to regular status. However, if the nurse was a Per Diem II and then applies to the Clinical Ladder for a CN III the nurse would receive an additional \$[REDACTED] for the CN III status. (These Nurse are identified in Addendum N of this agreement)

37.13 Bridging of Seniority for Per Diem Employees transferring to full or part-time status

Per diem employees do not accrue seniority while in per diem status. Upon transfer to full or part-time status, seniority will be bridged as outlined in Article 13.02.2.

ARTICLE 38

LONGEVITY OF SERVICE

38.01 Compensation for Longevity of Service

Effective January 1, 2008, bargaining unit employees who have 10 or more continuous years of service as a 0.5 FTE or greater will receive an amount equal to █% of their base rate of pay added to their base rate of pay beginning the first full pay period following their most recent anniversary date of hire, re-hire date, or date employee changed status to 0.5 FTE or greater. If the █% salary increase results in the new salary being higher than the maximum of the salary range for an employee, the salary increase for those employees will be only the amount needed to bring the employee's salary to the maximum of the range. The remaining amount of the █ increase will be paid to the employee as a lump sum payment.

38.02 Years of Service required to Receive Longevity of Service Compensation

Years of service required to receive the longevity of service compensation is defined as 10 or more continuous years of full or part-time (0.5 FTE or greater) employment at St. Vincent Hospital.

Language amended per MOU of January 23, 2008 (see addendum W)

Addendum C

Nurse/Tech Contract
WAIVER REQUEST - Read Carefully

I, _____ voluntarily waive the following provision(s) of the Union contract as noted below by my signature.

Sign only the provision you are waiving:

#8.07: Consecutive workdays – More than six consecutive eight-hour days; more than five consecutive ten-hour days; or more than four consecutive 12-hour days

#8.08: Consecutive weekends – working three or more consecutive weekends

#8.09: No rest pay – Working regularly scheduled shifts with less than 15.5 hours of rest between 8-hour shifts; less than 13.5 hours of rest between 10-hour shifts; or less than 11.5 hours of rest between 12-hour shifts

#8.16: Shift Changes – having a shift change more than once in a calendar week.

The length of time this waiver is in effect is (Sign ONE):

One time only Date: _____

From: _____ To: _____

Indefinite (Waiver can be revoked in writing according to Section 8.21 for nurses or 8.20 for techs)

Note: Federal overtime cannot be waived. Threats or coercion to induce you to waive your right to overtime are a violation of federal law.

I further understand that I am not required to waive any of my rights and may choose to be scheduled according to contract.

Signed: _____ Date: _____ Employee # _____

Nurse/Technical Contract
Revocation of Waiver-Read Carefully

I, _____, am revoking my written waiver of the following
provisions of the Union contract, as signed below.

#8.07: Consecutive
workdays

#8.08: Consecutive
weekends

#8.09: No rest pay

#8.16: Shift Changes

I understand the following:

This revocation must be submitted at least 30 days in advance of the schedule in which the revocation will take effect.

A copy of this revocation must be submitted concurrently to my supervisor, as well as the Nursing Office.

This revocation will not be effective as to either the current schedule or any future schedule posted at the time of this revocation.

Signed: _____

Date: _____

Employee Number _____

I, _____, _____, agree to work:
name (please print) employee #

I am aware of and agree to the following contingencies:

3. Payments are prorated based on actual worked hours.
4. Payment will be made at the end of the month following a completed quarter.
5. The waiver must be signed by your manager and a copy sent to the Patient Care Services Office (please do not send the waiver to accounting).
6. If working nights and weekends, both bonuses will be paid.
7. Document contract shift on blank line under Weekends – Straight Shifts.

employee signature

_____/_____/_____
month / day / year

<u>employee department</u>	<u>cost center #</u>	<u>position title</u>
----------------------------	----------------------	-----------------------

_____/_____/_____
manager signature month / day / year

Addendum F

**Settlement Between 1199 NM and
St. Vincent Hospital
September 17, 1996**

The Union and the Hospital have reached a non-board agreement concerning the settlement of the National Labor Relations Board Unfair Practice Charge, Case 28-CA-13563 concerning disclosure of the Blueprint.

In this regard, the parties have agreed that:

1. The Hospital will provide reasonable notice, not less than 30 days, to the Union of any intent to move forward with the implementation of any recommendation affecting bargaining unit employees in both units, without respect to the department(s) or classifications(s) involved;
2. Upon the notice provided in paragraph one, the Union will notify the Hospital within 30 days of its interest and intent to negotiate;
3. Subject to the negotiability of the issues raised by the recommendation, i.e., wages, hours, working conditions, and other terms and conditions of employment of bargaining unit employees, the parties agree to negotiate in good faith;
4. The Hospital agrees to provide all information, documentation, and rationale supporting the recommendation. This information, documentation and rationale shall come from both the Blueprint and any other sources; and
5. Any disputes arising from the implementation of paragraphs one through four herein shall be subject to arbitration starting at step four of the grievance-arbitration procedure contained in the collective bargaining agreement.

The Hospital agrees to meet with the Union during the present negotiations to develop language that speaks to our partnership in developing, negotiating, and implementing bargaining unit employee wages, hours, and working conditions necessary to provide quality care to those we serve.

Nothing in this Agreement is intended to waive any statutory rights of the parties.

This Agreement is reached with the understanding that neither party will contact the media regarding this agreement.

Union: /s/ Martha Quintana
Union Counsel: /s/ Carol Oppenheimer, Esq.
Date: September 17, 1996

Hospital: /s/ Ronald C. Winger, CEO
Hospital Counsel: /s/ Thomas J. McBride, Esq.
Date: September 17, 1996

Addendum G

**Memorandum of Understanding
Between SVH and the ED Night Nursing Staff
Regarding Lunch Breaks**

June 16, 2004

The night shift of the Emergency Room will cover 2300 to 0730 hours. Staff will be granted a 30-minute meal break as per contract.

If unable to take a full un-interrupted meal break, the nurse will be paid for "no lunch".

This document was originally discussed on March 24, 2004 and re-visited and agreed to on June 16, 2004.

/s/

Delma DeLora
President, 1199NM
August 4, 2004

/s/

Gary Williams
COO/CNO
St. Vincent Hospital
August 4, 2004

Addendum S

**MEMORANDUM OF UNDERSTANDING
For
Calculation of a Nurse's Rehire Rate of Pay**

PURPOSE:

To establish a method for calculating a nurse's rate of pay if rehired into a full or part-time position within four (4) months of the nurse's termination date. The rationale for this decision is that the unit would have to hire contract/traveler employees at higher rates of pay for four (4) months; it would be more cost effective to rehire employees at their previous rate of pay.

PROCEDURE:

Effective December 1, 2005 a nurse rehired into a full or part-time position within four (4) months of their termination date, will be rehired at their rate of pay and clinical ladder status in effect at the time of their separation of employment. Only Bargaining Unit Seniority will be bridged.

All benefits for the rehired nurse will be based on the new rehire date.

The combined leave benefit, because it was paid out at termination, will be earned at the accrual rate of a new hire, and will have a six (6) month waiting period before it can be used, as outlined in Article 18, Combined Leave, paragraph 18.02 (1).

The Probationary and Orientation Period will apply as outlined in Article 9, Probation and Orientation.

Rehired nurses will not receive sign-on bonuses if they have been separated from St. Vincent's for less than 12 months.

/s/
Delma DeLora
President, 1199NM
May 24, 2006

/s/
Barbara Roe
Sr. Director, Human Resources
May 24, 2006

/s/
Robin Talmadge
CNO
May 24, 2006

Addendum W

MEMORANDUM OF UNDERSTANDING
For
ARTICLE 38
LONGEVITY OF SERVICE
January 23, 2008

District 1199NM and St. Vincent Regional Medical Center (SVRMC)

Purpose:

This Memorandum of Understanding addresses agreement between District 1199NM Nurse Unit and SVRMC to make a change in the language in Article 38.02, Longevity of Service, Years of Service required to Receive Longevity of Service Compensation.

Language Change:

The current language reads "Years of service required to receive the longevity of service compensation is defined as 10 or more continuous years of full or part-time (0.5 FTE or greater) bargaining unit employment at St. Vincent Hospital."

The hospital and the union agree to change the language to read, "Years of service required to receive the longevity of service compensation is defined as 10 or more continuous years of full or part-time (0.5 FTE or greater) employment at St. Vincent Hospital.

Additionally, the parties agree to eliminate the language in Article 38.03 "Bridging of Continuous Years of Service as 0.5 FTE or Greater Beginning 1995" with the agreement that per diem employees whose years of service were bridged as of Dec. 31, 2007 will be "grandfathered" and will be eligible to receive the Longevity of Service Compensation (see list of "grandfathered" per diems employees).

After January 1, 2008, no other per diem employees will be eligible to receive the Longevity of Service Compensation. Any current full or part-time employee who changes status to per diem after January 1, 2008 will not be eligible to continue to receive the compensation and will only become eligible when he/she completes another 10 years of continuous employment as a full or part-time employee (0.5 FTE or greater).

The parties agree that with this Memorandum of Understanding the current Compensation of Longevity of Service as outlined below will continue in the new contract beginning July 2008 and continuing until the agreed upon Term of Agreement agreed upon for the new contract.

"Effective January 1, 2008, bargaining unit employees who have 10 or more continuous service as a 0.5 FTE or greater will receive an amount equal to [REDACTED] of their base rate of pay added to their base salary of pay beginning the first full pay period following their most recent anniversary date of hire, re-hire date, or date employee changed status to 0.5 FTE or greater. If the [REDACTED] % salary increase results in the new salary being higher than the maximum of the salary range for an employee, the salary increase for those employees will be only the amount needed to bring the employee's salary to the

maximum of the range. The remaining amount of the [REDACTED] increase will be paid to the employee as a lump sum payment. “

/s/ _____
Gail Williams, Acting RN President 1199NM Nurses Date

/s/ _____
Barbara Roe, VP Human Resources Date

Names of Grandfathered Employees	
[REDACTED] % Longevity Increase	
<u>10 years with Bridging</u>	
[REDACTED]	